Supreme Court, U.S.
FILED
OCT 12 1988
JOSEPH F. SPANIOL, JR.
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NO. 88-765

IN THE
SUPREME COURT OF THE UNITED STATES
October Term, 1988

THANH VONG HOAI,
Petitioner,

v.

THANH VAN VO, THACH DUY NGUYEN, MY-LINH D. SOLAND, NGUYEN THI BACH LUU, THANH VAN VO, SUNTECH SUNOCO, INC., and MICHAEL ARIF,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

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APPENDIX II (Supplemental) PART A

Laurence A. Elgin *
John D. HEMENWAY
4816 Rodman St., N.W.
Washington, D.C. 20016

*Counsel of Record

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PARTIAL COPY OF THE SWORN AFFIDAVIT OF THE

PLAINTIFF/PETITIONER THANH VONG HOAI

MARCH 25, 1987

Note: Original text consists of 804 paragraphs

This copy includes the first 522 paragraphs and then, after a discontinuity, paragraphs 608-675

Thus it includes two-thirds of the document.

It recites Mr. Hoai's subjection to murder threats, extortion, threats of violence and mahem alleged against the Respondents-Appellees as they cooperate in their enterprise to extort, cheat, and seize Hoai's property by fraud.

This document accompanied the original RICO Complaint

(REMAINDER OF DOCUMENT FOUND IN ANNEX NUMBER III)

CONTENTS OF THIS VOLUME OF APPENDIX II

(Supplemental) APPENDIX II

PART A

Partial text of the Sworn Affidavit of PLAINTIFF/PETITIONER THANH VONG HOAI of March 25, 1987.

Paragraphs 1) through 78) pp 1-56

(Remainder of Affidavit in subsequent parts.)

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA
(ALEXANDRIA DIVISION)

Civil Action Number
87-0294-A

THANH VONG HOAI,
927 N. Highland Street,
Arlington, Virginia,

Plaintiff,

v.

THANH VAN VO,
2242 Senseney Lane,
Falls Church, Virginia,
et al.,

Defendants.

==========

SWORN AFFIDAVIT OF PLAINTIFF THANH VONG HOA

Comes now Thanh Vong Hoai, who, being duly deposed and sworn does step forward to declare UNDER OATH the following:

1) I am Thanh Vong Hoai, a citizen of the United States by naturalization and a resident of Arlington, Virginia at 927 N.

Highland St. (22203).

2) I am the named Plaintiff in the above captioned RICO action which I have taken because, over the period of the last 15 months, the defendants have conspired to defraud, cheat, threaten my life and limb and that of my family and through these racketeering activities deprived me of my normal means of livelihood.

3) With the help of my several attorneys, I have read the RICO statutes and pertinent Virginia law and, paragraph by paragraph, these wise provisions of United States law have been explained to me and I clearly understand their applicability to my own problems.

4) Over a period of the last four months, but particularly the last two months, I have provided my attorneys with the materials needed to spell out in

detail the hour-by-hour involvement of all of the named defendants to this action.

5) My attorneys have produced four different drafts, in response to my suggestions, corrections and additions, so that to the best of my ability, this lengthy affidavit represents all of the pertinent facts to my own personal knowledge or to the best of my recollection and information, since some of my information came to me second-hand.

6) I have verified the RICO Complaint, after reading it carefully, and I offer this accompanying sworn affidavit keyed to the provisions in the RICO Complaint, so that anyone seeking to learn in greater detail the reasons for the accusations made in the Complaint will be able to learn from my affidavit exactly what happened to me and what I know of my

best knowledge and information, so as to understand why I turn to the Courts for protection in these racketeering matters that have so dismally affected the welfare and physically threatened me and my family with bodily harm and ostracism within our very own ethnic community.

7) In preparing this affidavit, I have tried consistently to name the relevant individuals as defendants, so that I am constantly aware that the charges I am making are serious charges not to be taken lightly and for which, as a responsible citizen of my community and new nation, I will personally be held accountable.

8) It is my hope that during the period I bring these matters to the attention of the court and the court's final decision, some action can be taken

by the court to protect my family from harm. It was on the very day that I was leaving to seek such protection from the courts that one of the chief defendants, Thanh Van Vo and his co-conspirators made serious and false charges against me in court that have brought about the necessity for me to file this Complaint under RICO statutes.

LIST OF INDIVIDUALS INVOLVED

9) Some of the major players who were important in the course of events that led to my being swindled and cheated out of my businesses, through lies, threats and false utterances and acts are listed below. I attempt merely to set out the facts in this affidavit--I have been guided by my attorneys in the preparation of my complaint, since that is a matter that requires legal training.

Nevertheless, as my verification indicates, I understand and agree with the naming of indicated parties as defendants. I now shall list some of the principal players:

10) Defendant THANH VAN VO (hereafter: "VO") lives at 2242 Senseney Lane, Falls Church. I thought he was my friend, but learned to regret trusting him. He promised to loan me money for the acquisition of a gas station, but used the leverage of that money to pressure me into giving him greater access to my business affairs than was wise, and then, through direct threats to kill me or inflict bodily harm on my family, extorted my gas station from me with the help of others noted in the Complaint.

11) Defendant THACH DUY NGUYEN (hereafter: "THACH") lives at 6123 Greeley

Boulevard, Springfield, Virginia, to my best knowledge. I first came to know him--falsely, as it turned out--as a "banker", who made promises of access to loan capital and who supported false statements advanced by others, such as those made by VO.

12) Defendant NGUYEN VAN MINH (hereafter: "MINH") resides with his wife NGUYEN THI BACH LUU (hereafter: "LUU") at 4105 North River Street, Arlington, Virginia. This man and wife team befriended me and my wife for the purpose, as it turned out, of swindling our family of all of the money we personally possessed or could raise through family borrowing, and in this process worked in tandem with such persons as THACH and VO to defraud us of money by tricking my wife and me into believing that they would

actually fulfil promises made to provide a lease for money we paid and thereby, with others, cheated us of our life savings and borrowing capacity to earn a living.

13) Various Vietnamese "toughs" known in the Vietnamese community as "Cowboys" were used, or threatened to be used by THACH and VO to intimidate me and others in the Vietnamese community during the period in which I was swindled and bilked of all of my cash and businesses first by trick, then by force. These "Cowboys" are employed, from time to time, by THACH and VO and others in their aspirations to become "strong" or a big force in the Vietnamese community "like the Italian Mafia".

14) Defendants MY-LINH SOLAND and MICHAEL S. ARIF are both attorneys in Virginia. Mrs. Soland promised to help me

get my gas station back and the food store I was running with my wife back from VO, THACH, MINH and LUU after they had been taken from me by those four acting sometimes together,sometimes separately. In fact, however, to my surprise and shock, Mrs. Soland was working for MINH and LUU during the entire time she promised to help me and she never did much that was truly helpful to me to reclaim my property from the racketeers who had seized it, illegally, by force and threat. MICHAEL S. ARIF was known to me as the attorney for THACH AND VO. He witnessed one attempt to coerce me to sign a $1.00 bill of sale of the gas station, even as VO and THACH threatened to kill me (in Vietnamese) which statements were translated by MY-LINH SOLAND. (I did appreciate her doing that.) But ARIF did

not seem to care and did nothing. Later, in August, he made an agreement with my attorney JOHN HEMENWAY to have his client VO abide by the decision of the Sun Oil Company as to possession of the station, but he did not keep that agreement and, like VO and THACH, assisted in my expulsion from my own property.

15) Attorneys DAVID C. ROSEMAN and MILLARD F. OTTMAN, JR. were hired by VO to sue me in Superior Court in the District of Columbia, which they did with the assistance of a large number of affidavits from some of the above characters and others which contained untruths, falsities and outright perjury, to my personal knowledge. I never could understand why American attorneys would cooperate in such a dishonest act. My attorneys have been defending me in this action which is

moving very slowly in the Superior Court of the District of Columbia, during which time I am deprived of my livelihood and reputation in Virginia, and subject to considerable denigration from certain members of the Vietnamese community and loss of face.

16) Defendant VO incorporated the name I had created and established for my gas station, some three months after he took possession of my station by force and trick. He made himself "President" of the corporation on July 17, 1986, to my best information, thereby trying to consolidate his gains made by racketeering and to steal from me my own property and means of livelihood. VO called this corporation by the name I had invented, SUNTECH SUNOCO, INC., and for that reason, I have asked my attorneys also to make that corporation a

defendant in this case.

17) Having identified the principal characters of this somewhat involved interwoven fabric of friendships established for the purpose of trickery and deceit with intent to defraud, I shall begin to explain how my property, reputation, and means of livelihood was stolen from me over a period of one and one-half years.

18) Defendants VO, THACH, MINH and LUU have received income derived directly and/or indirectly from a pattern of racketeering activity or from the collection of unlawful debt in violation of 18 U.S.C. 1962. For example, instances of this racketeering activity or collection of unlawful debt on the part of the four above-named defendants, out of more than two from which these defendants

received income, involved me and my property, as set out herein and others of which, as I understand it upon information and belief, involved others to their direct damage and resulted in proceeds to these defendants which they used in taking over my businesses and business interests belonging to me.

19) These 4 defendants used the income derived directly and/or indirectly from this pattern of racketeering activity or collection of unlawful debt to acquire, first, an interest in one business in interstate commerce belonging to me, which consisted of a gasoline station franchise and lease, both from the Sun Oil and Refining Company ("Sunoco"),located at 2305 Pennsylvania Avenue, S.E., Washington, D.C., by illegal and/or extortionate methods, using deceit and

threats of violence, and to acquire the interest of mine in yet another business, the Mekong Food Service Center, a Vietnamese specialty food and gift shop located in the Mekong Center Building at 3107 Wilson Boulevard, Arlington, Virginia, which latter business affects interstate commerce inasmuch as it is located on and draws business from a major highway artery leading into and out of the District of Columbia about 4 or 5 miles from the line between the District of Columbia and the state of Virginia and ordered its supplies and goods regularly from the District of Columbia, Maryland,Virginia and other states, all in violation of U.S.C. 1962 (a) as I understand that statute.

20) These same 4 defendants named in 18) above acquired this business and

business interest or control of the same from the plaintiff, respectively, through a pattern of racketeering activity and/or collection of unlawful debt as set out more fully below in violation of 18 U.S.C. 1962(b), as I understand that law. These same four so acquired the said business interests and/or control of the same from the defendant by a pattern of racketeering activity and/or unlawful debt and having used the proceeds from a pattern of racketeering activity in doing so, the four named defendants, VO,THACH, MINH, and LUU, conducted the affairs of these enterprises through a pattern of racketeering activity and/or collection of unlawful debt as set out more fully below.

21) In addition defendants VO, THACH, MINH, and LUU operated a defacto organization or enterprise which, in their

own words, aspired and aspires to be like the Italian and Italian-American mafia as an organized criminal entity and conducted its enterprises through a pattern of racketeering activity and/or collection of unlawful debt in violation of 18 U.S.C. 1962 (c) as set out below, used a pattern of racketeering activity and/or collection of unlawful debt to deceive and harm his co-defendants MINH and LUU, he did so in his aspirations to be the boss of all bosses of this incipient organized crime entity, and show who was the "capo" or head of the organization in order to get the others in his power and bend them to his will to do his bidding.

22) The four defendants VO,THACH, MINH,and LUU conspired, in violation of 18 U.S.C. 1962(d) to violate the provisions of one or more of the subsections (a),(b)

and (c) of 18 U.S.C. 1962 as set out herein, as I understand these laws.

23) The anonymous defendants, whom I could identify on sight, the Vietnamese "street muscle" gang, many of whose members live in, and many of whose activities are centered in Arlington, Virginia, also known as the "Cowboys", were employed by and associated with the aspiring organized criminal enterprise of the 4 defendants set out above as its "street muscle", since they aspired to have their association, as they informed the plaintiff,become a Vietnamese version of the Mafia, the activities of which affected interstate commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt, mainly the

business enterprises and interests of the plaintiff aforesaid, all in violation of 18 U.S.C. 1962 (c), as I understand it.

DEFENDANT SOLAND

24) The defendants MINH and LUU did commit a further violation of the aforesaid section of the laws to further the illegal purposes of the group in that they did conspire further in this regard to deprive me personally of counsel and prevent me, therefore, from petitioning for the redress of my grievances in furtherance of their racketeering efforts as set out herein by continuing to retain and use the services of the woman who was my attorney, from sometime in June of 1986, when that attorney, defendant MY-LINH SOLAND ("SOLAND"), was hired by me, until sometime in August even while they were conspiring and concerting together

with the other defendants as set out herein and acting in the pattern of racketeering activity set out herein to deprive me of all my liquid assets needed for businesses.

25) At the time that the defendant SOLAND did undertake to represent me in June of 1986 she did not reveal to me that she was representing the defendants MINH and LUU who were part of the enterprise engaged in the pattern of racketeering activity or collection of unlawful debt against me.

26) The defendant SOLAND did concert and conspire together with the aforesaid defendants MINH and LUU to injure my interests by assisting the defendants in their extortion and racketeering activities against me when she was their agent at the same time she was holding

herself out to me to be my personal attorney, and that she did so in breach of trust and/or fiduciary duty, by undisclosed double agency, and by fraud and deceit as to her status as an attorney admitted to practice before the bar, all in violation of law and in violation of the ethics of attorneys.

27) The defendant SOLAND did so in order to, and/or with the effect of, depriving me of a timely right to effective counsel in order to be able to petition for the redress of my grievances under the First Amendment to the United States Constitution.

28) All of the defendants named herein did conspire together, each with the other, in different combinations at different times,as set out more fully below,in violation of these subsections

(a), (b) and (c) of 18 U.S.C. 1962, which conspiracies violated 18 U.S.C. 1962 (d) as understood by me.

SPECIFIC RACKETEERING ACTIVITY

29) The 4 defendants VO, THACH, MINH and LUU committed a number of acts, and threatened even more acts of robbery and/or extortion against me and threatened these and other such acts all constituting racketeering activity as defined in 18 U.S.C. 892 and/or 894 as incorporated by reference in 18 U.S.C. 1961,and similarly engaged in interference with commerce, robbery and/or extortion in violation of 18 U.S.C. 1951 as incorporated also in Section 1961. They also defrauded me and committed fraud upon me using mail fraud as instrumental in such fraud or as

incidental thereto in violation of 18 U.S.C. 1341 and/or telephone transmission in violation of 18 U.S.C. 1343.

30) The anonymous defendants DO,RO,LO and KO ("cowboys") engaged in these same activities as they were employed by the aforesaid defendants, either or some of them, or as associates of the aforesaid defendants in violation of 18 U.S.C. 1962 as aforesaid and within the definitions of 18 U.S.C.1961 aforesaid and 18 U.S.C. 2, as I understand these statutes.

31) The defendant SOLAND was employed and associated with the defendants MINH and LUU and/or THACH in certain of these activities as set out above and more specifically below in violation of 18 U.S.C.1962 as aforesaid and within the definitions of 18 U.S.C. 1961 aforesaid and 18 U.S.C.2.

32) All these defendants did do these things as set out more fully below, to wit:

33) The defendants, and each of them, at varying times and in various ways, as set out more fully below, did conspire and concert and act to take from me, the plaintiff, by extortion consisting of fraud, deception and threats of violence, sometimes using the telephone and/or mails and/or other methods of interstate communication and by interstate travel by motor vehicle, the two businesses that belonged to me as aforesaid, one of which is in interstate commerce in the District of Columbia and the other of which, in Arlington, Virginia, near the District of Columbia, affects interstate commerce, as follows:

FRAUD: FACTS SUPPORTING AND ESTABLISHING

SAME

(a) Relevant Business History and Background of THANH VONG HOAI

34)I want to repeat and incorporate herein by reference the allegations of paragraphs 1) through 33) above.

35)I have much experience with gas stations, auto repair, and related businesses, to wit:

A) In June, 1975, upon first coming to the United States as a refugee from his native Vietnam,I worked as a service station attendant at a Phillips Petroleum Company "Phillips 66" station in Strout, Oklahoma from July, 1975 until May, 1976, at which time my family moved to Northern Virginia.

B) In 1976, in the summer,I found work as the manager of a Mobil service station in Merrifield, Virginia for

approximately one year and a half, starting with the management of a single station and rising to management responsibility over four Mobil stations in Fairfax County by the end of the year and a half.

C) In 1978 I began work for the defendant SUN OIL AND REFINING COMPANY ("SUNOCO"), in Northern Virginia as manager of a single station in Falls Church, Virginia; within 2 or 3 months I was promoted to area manager with supervisory responsibility for five stations in Northern Virginia and nearby Maryland.

D) In 1979 I began work for myself as an independent Texaco dealer, subleasing a station.

E) In 1980 I returned to Sunoco as a dealer, owning a dealership in a station

in Greenbelt, Maryland, which he continued until 1982.

F) Commencing in 1982 I ran an auto repair, auto body shop and car wash in Washington, D.C., as the President of a corporation owned by his mother-in-law, the Capitol Hill Car Wash, Incorporated. He ran the business until 1985, drawing out a salary and expenses in a business that was a "break even" proposition.

G) In 1983, while running the Capitol Hill Car Wash, I started up another business, also owned by his mother-in-law, at the same neighborhood, for the conversion of "stock" vans into custom recreational vehicles. After almost two years, I moved the site of this "van conversion" business to Springfield, Virginia, where I continued to run it for 4 or 5 months thereafter, at which time,

finding it to be non-profitable, I and my mother-in-law closed this business in January of 1986.

H) In the meantime, in 1985, the business of the car wash having dropped off in 1984 and 1985, I and my mother-in-law closed the Capitol Hill Car Wash business.

I) In January and February of 1986, I started a new search for new business and work opportunities, which had begun as the decisions to close down the car wash and van conversion businesses were being made.

(b) The Sunoco Station at 2305 Pennsylvania Ave., S.E., Wash., D.C.

36) In February of 1986, while looking for new business opportunities, I saw that the Sunoco station at 2305 Pennsylvania Avenue, S.E., in Washington,

D.C., had a "For Lease" sign on it with a telephone number to call in order to inquire into the lease and franchise. That telephone number was the number of Mr. Ernie Peele, the then Sunoco area manager, 737-7622. Upon telephoning Mr. Peele, I soon learned that the station was owned by Sunoco and that it was closed after termination of the previous franchisee and that Sunoco was looking for a lessee-franchisee to operate it.

37) When I talked it over with Mr. Ernie Peele, the Sunoco regional manager for retail distribution in this region, at the aforesaid number, Mr. Peele responded positively to plaintiff's inquiry into the possibility of taking over the lease and franchise for the station although Sunoco had between 16 and 18 applications, for which a review had to be conducted to see

who was the most qualified.

38) From February 14 until two or three weeks later, at the very end of February or the beginning of March or thereabouts of 1986, I kept in close touch with Mr. Peele of Sunoco weekly by telephone. During this period Mr. Peele informed me that the location was a very important one for the Sunoco company because of the high volume of gas that could be generated from the heavy traffic at the location and the need for great responsibility because of its location.

39) About two or three weeks after February 14 or 16 or thereabouts, 1986, Mr. Peele called me to tell me that because of the number of applications and the qualifications of the applicants, he was having to do a lot of work to review all the applications and select the best

qualified applicant.

40) At this time Mr. Peele told me frankly over the telephone that in order to take over and operate the lease and franchise, I would have to have ready access to available capital in the amount of seventy-one thousand dollars ($71,000.), broken out as follows, as written down by plaintiff at that time:

1. For purchase of gasoline and diesel fuel	$20,000.
2. For purchase of Tires, Batteries & Auto accessories (TBA)	10,000.
3. For equipment	15,000.
4. For operating capital	15,000.
5. For franchise deposit	5,000.
6. For first month's rent in advance	2,000.
7. For insurance	3,000.
8. For utilities, etc.	1,000.
TOTAL	71,000.

41) To Mr. Peel's words, I replied that I have capital of $35,000. To this Mr. Peele replied that seventy thousand

dollars ($70,000.) would be enough capital and that if I could come up with another thirty-five thousand dollars in capital that would be enough. I told Mr. Peel that I thought I could find how I could come up with another thirty-five thousand dollars ($35,000.) within a week or so.

42) During this conversation also Mr. Peele informed me that the Sunoco company would be making a check on me and my credit and my prior standing during my service with the company.

43) At the time I had access to, and the availability of, thirty-five thousand dollars ($35,000.) in capital for investment in reasonable business opportunities through commitments from my wife's family. Therefore I needed to borrow or otherwise obtain an additional thirty-five thousand dollars ($35,000.) in

order to meet the requirement which Mr. Peele had specified on behalf of Sunoco.

(c) The Involvement of Defendant Vo

44) Immediately after this conversation in early March in 1986, I had several discussions with the defendant VO concerning the latter's helping him acquire and operate the gas station lease and franchise with the necessary funds as specified by Sunoco.

45) Earlier, I had met the defendant VO and had become involved with him so that he was a natural person to turn to under the circumstances. Through a series of fraudulent representations with a relevant ulterior motive, in this way:we met through my mother-in-law, socially, in 1979 in Northern Virginia at the House of defendant VO's uncle-in-law, where defendant VO and his wife lived at that

time. We talked on the telephone or met each other once or twice a year on the street after that until 1985.

46) Throughout this period the defendant VO claimed to me that he, VO, operated and owned a large construction firm in the Washington, D.C. area. Defendant VO claimed that this was a large construction firm which employed over 80 people.

47) This claim to own and operate a large construction firm employing over 80 people was and is a deceit and fraud practiced upon me and upon others, to my best belief. Defendant VO did not have such business then and has never had such a business and does not have such a business now. He well knew that he had no such firm but so represented facts to me, in particular, in order to make plausible

a further representation concerning the availability of funds that such a business, of his would generate, as set out below.

48) In November of 1985, while I was working at the van conversion business aforesaid, I was approached by the defendant VO who again told me about his very large construction company that he, VO, owned, saying that any time that I needed a big office or building he, VO, could build it for me. I told him I did not need that.

49) I did tell him that my van conversion business was not making a profit and that "we will probably have to close it down." (translation into English). Defendant VO said at that time that he had lots of money from his construction business, that he employed

over 80 people in it and that his construction business had over $500,000. worth of construction equipment and that if I ever "needed anything, let me know and I will try to do for you." (translation into English).

50) This again was fraud and deceit, known by the defendant VO to be a false representations when he made them and made in order to induce me, as an intended victim, to seek financial assistance from the defendant VO in order that the defendant VO might then, with the assistance of the other defendants named herein, collect on any such obligation, deceitful and fraudulent though it might be, by a pattern of racketeering activity, which is what subsequently happened as set out more fully below.

51) In February of 1986, on about the

15th or 16th, defendant VO telephoned me at home, indicating that he, VO, had learned that I had decided to close down the van conversion business. He expressed surprise at that despite having been told earlier by me that is what I intended to do. At this time, in light of defendant VO's offer back in November, I asked defendant VO to lend him for personal use while I was between businesses, the amount of two thousand dollars ($2,000.) to which defendant VO replied: "No problem, I'll give it to you right away; I stop at your home tonight, I'll give to you." (Translation into English.)

52) That night I waited all night at home for defendant VO but the defendant VO never showed up.

53) Based upon information and belief and the subsequent behavior of the

defendant VO and the other defendants, I am now certain that the defendant VO did not have two thousand dollars ($2,000.) to give me as a personal loan at that time, or, in the alternative, if the defendant VO had two thousand dollars ($2,000.) at that time, the defendant VO had no intention of giving it to me either as a personal loan at that time or right away as he stated he would. Either way, the same was a fraud and a deceptive statement designed to cause me to reply upon the promised immediate personal loan to his detriment in order that I might thus be made more vulnerable to the pattern of racketeering activity which ensued in which the defendants were to deprive me of my newly-acquired businesses by a pattern of racketeering activity.

54) During this same conversation o

the telephone between me and the defendant VO on or about February 15th or 16th of 1986, defendant VO wanted me to tell him of what business I intended to go into next, to which I replied that I was not yet able to say but that he was going to take his time and be careful before selecting a new business. In response to this the defendant VO repeated his assertions of prior conversations that he owned a large construction company and had much money as a result of the business of that company and that I should come to him if I ever needed help when I decided to undertake a new business.

55) After not showing up at plaintiff's house to bring the two thousand dollars ($2,000.) as promised on the night of the phone conversation with me on or about February 15th or 16th, th

defendant VO did not contact or communicate with me for twelve days or so thereafter, at the end of which time the defendant VO again telephoned me. This was on or about the 28th of February or 1st of March, 1986. When defendant VO telephoned me on this occasion he affected a genial manner and inquired as to how the search for a new business was going. I responded directly to this inquiry by asking of the defendant VO where the two thousand dollar loan that defendant VO had promised was and what had happened when defendant VO had promised to fulfill his pledge of bringing the money over on the night of our previous conversation, stating that if defendant VO could not keep his word and make the loan of two thousand dollars ($2,000.) as promised, I would simply go to someone else and obtain

the needed loan. To this defendant VO replied that, no, he would make the loan as promised and he would bring the money over that very night.

56) The defendant VO, however, did not bring over the promised loan of two thousand dollars ($2,000.) that night as he had committed he would.

57) Again, this promise to me over the telephone was a fraud and a deceit practiced upon me and my family. Alternatively, either the defendant V0 had no such money, in which case he obtained it from one of the other defendants for use in furthering the scheme of fraud and extortion in which he was engaged to take over the business or businesses that my wife and I intended to start up, as defendant VO well knew I intended to do, and it was money obtained from a pattern

of racketeering activity or, in the alternative, he had the money, derived from a pattern of racketeering activity, and he was deliberately stalling me in order to "set me up" for the illegal fraud and extortion scheme by weakening me financially and gathering information on the actual resources available to me in liquid form for investment.

58) Two or three days later, in the first week of March, the defendant VO did come to my Arlington home and brought one thousand and five hundred dollars ($1,500.) in cash and gave the money to me in response to my earlier request for a personal loan of two thousand dollars ($2,000.) with the understanding that it was a personal loan for an indefinite period to be repaid after I had started up my new business and was drawing income

from such new business.

59) It was at this time, when plaintiff received the one thousand and five hundred ($1,500.) loan in cash from defendant VO that I had just learned from Ernie Peele, the Sunoco area manager, the amount of start-up capital that it would be necessary for me to obtain to begin the operation of the gas station lease and franchise on 2305 Pennsylvania Avenue, S.E. in the District of Columbia and it was at this time that I began to talk to defendant VO about the additional funds that he would need to obtain and operate the gas station lease and franchise in light of the earlier offers of help from defendant VO.

60) On this occasion I recall talking to defendant VO of my pressing need for total capital of seventy-one thousand

dollars ($71,000.) according to Ernie Peele and of my available capital of approximately thirty-five thousand dollars ($35,000.) and, therefore, of my need for an additional thirty-five thousand dollars ($35,000.) or so in order to obtain and operate the Sunoco lease and franchise.

61) Defendant VO said to me at this time in response to this statement by me of my need for the additional thirty-five thousand dollars ($35,000.) that such a loan would be "no problem; call Ernie Peele and tell him you have the money." (Translating from Vietnamese.)

62) Defendant VO claimed to me several times during this period that his construction business, RV Construction, generated this kind of money, one hundred thousand dollars $100,000., and he needed to do something with the money. Defendant

VO at this time pressed me to accept a line of credit for one hundred thousand dollars ($100,000.) which he, VO, would provide. But I stated to defendant VO that I only wanted the money through a line of credit from VO of what I needed according to the Sunoco representative, Ernie Peele, namely, thirty-five thousand dollars ($35,000.).

63) Naturally, I then asked defendant VO about interest and monthly payments, to which defendant VO replied that it was a loan "does a friend help friend," (translating from Vietnamese) and that he would require no payment at all in the first year while I was getting the gas station business going. If, defendant VO said, after the first year he, VO, did not need the money, then I could just pay him the interest at 10 or 12 percent.

64) All of these representations by defendant VO during this conversation referred to in early March, when he delivered the one thousand and five hundred dollars ($1,500.) in cash to loan to me, were fraud and deceits practiced by defendant VO upon me. Defendant VO had no construction company of any such size that generated any such amount of cash. Defendant VO had no ability to furnish any such line of credit. Defendant VO knew these were false representations and he knew that he was not making a loan to help a friend with any intention of forebearing on the collection of it for one year and just collecting interest thereafter. Defendant knew full well that his intent was to "set me up" in order to make me vulnerable to subsequent fraud and extortion in order that defendant VO and

the other defendants could take over the business or businesses that I had acquired and/or started up and the assets that Vo knew I would put into them.

65) I did rely upon these fraudulent and deceitful representations to his subsequent harm and detriment, which defendant VO intended me to do.

66) With regard to the gas station business in particular, as can be seen from statements above, I had extensive experience, qualifications and capabilities that made me suitable to obtain such a lease and franchise from a major oil company and operate such a station. Defendant VO had none and, as subsequent events were to show, had very little ability to operate such a lease and franchise even when he acquired it by fraud and extortion. Sunoco violated its

procedures and practices in accepting defendant VO and his lack of qualifications when it decided to cooperate with Vo in the takeover of plaintiff's business.

67) Nonetheless, on the occasion of this visit by defendant VO to my home in Arlington, defendant VO and I agreed orally upon a line of credit in the amount of thirty-five thousand dollars ($35,000.) to be extended by defendant VO to me under the following conditions: A) Interest would be paid on moneys extended under the line of credit at the rate of twelve per cent (12%); B) no payment of interest or principle would be paid until after the station had operated for one full year in order that it be firmly established and prospering, and C) after one full year, the interest and principle would be paid

back at a reasonable rate according to the revenues of the gas station business.

68) These negotiations aforesaid went on from February of 1986 until this time early in March and there was further discussion between me and defendant VO up until March 21, 1986, by which time both of us reached a seemingly satisfactory agreement. The negotiations took place in Arlington County, Virginia, at my Arlington home. Some negotiations took place on the telephone between the homes of defendant Vo and my home in Arlington, all as set out above.

69) During these negotiations between plaintiff HOAI and defendant VO, from February of 1986 until March 21, 1986, when the agreement was being worked out by the two parties, believed to be friends,I had introduced defendant VO to the

regional manager for Sunoco, Mr. Ernie Peele. During his conversations with both me and the defendant Vo, Mr. Peele, as the regional manager for Sunoco, stated in front of both that the lease from Sunoco to me as licensee for the gas station franchise at 2305 Pennsylvania Avenue, S.E., Washington, D.C., could not be assigned or sold without the prior written consent in writing of the Sunoco company and that the same was true for the Sunoco franchise that went along with it, as the two were interconnected.

70) On March 21, 1986, in the morning, defendant Vo, I and Ernie Peele, the Sunoco regional manager, met together at the Howard Johnson Motor Hotel on Route 1 in Alexandria, Virginia. At this meeting defendant VO confirmed to Mr. Ernie Peele, as regional manager for

Sunoco, that he, VO, was the owner and operator of a substantial construction company and that he, VO, was making a personal loan to me, his friend, in the form of a line of credit in the amount of thirty-five thousand dollars ($35,000) as set out above under the conditions set out above and no others.

71) At the meeting aforesaid, on March 21, 1986, in my presence, the Sunoco regional manager, Mr. Ernie Peele, closely questioned the defendant VO regarding the possibility of hidden interests that defendant VO or others might have in the Sunoco lease and franchise, if it were granted to me, such as a hidden partnership interest. Defendant VO at this time explicitly denied to Mr. Ernie Peele, as the regional manager for Sunoco, that there was any such hidden interest on

his, VO's part, or anyone affiliated with him.

72) These representations by the defendant VO to Ernie Peele, the area manager of the defendant SUN OIL AND REFINING COMPANY ("Sunoco") were fraudulent and deceitful and intended by defendant VO to induce me and Ernie Peele on behalf of defendant Sunoco to rely upon them to their detriment and harm in order to "set up" me and Sunoco by inducing Sunoco to grant the lease and franchise for the aforesaid service station to me in order that defendant VO and the other defendants might take the business from me by fraud and extortion as they subsequently did to the harm of both me and of the lessor SUNOCO up to the point in time when defendant Sunoco, despite its pledges to me, decided to join Vo and the

other defendants and aid and abet them in defrauding me and extorting and facilitate their using the proceeds of the fraud and extortion to take over my business and use the proceeds of the said fraud and extortion to affect interstate commerce.

73) At this meeting also Ernie Peele, on behalf of defendant Sunoco specifically asked defendant VO whether he was the partner of mine in the gas station enterprise or not, whether he had any ownership or hidden interest in the station lease and franchise or any agreement that he would have such an interest or whether he was just lending the money to his friend, Thanh Vong Hoai. Defendant VO replied that he had no partnership, ownership or hidden interest and expected none; he was only loaning money to a friend, and I sincerely

believed this at the time.

74) After this questioning of the defendant VO at the meeting on March 21 at the Howard Johnson Motor Hotel on Route 1 in Alexandria, Virginia as set out above, the Sunoco regional manager, Mr. Ernie Peele, indicated that I would be accepted by Sunoco as a lessee and franchisee, whereupon defendant VO excused himself for 2 and 1/2 hours and returned after that time with two certified bank checks, one for five thousand dollars ($5,000.) and the other for two thousand dollars ($2,000.) for the initial deposit on fuel, tires, batteries and accessories under the franchise and lease agreement and for the first month's (April's) rent under the terms of the lease and franchise agreement. Defendant VO handed these two checks to me personally and I gave them to

Mr. Ernie Peele. Mr. Peele then gave a receipt for the payment of these two amounts to me as the new franchisee.

75) In this meeting between defendant VO and plaintiff HOAI and the Sunoco regional manager, Mr. Ernie Peele, the defendant VO represented to both parties that he was lending the aforesaid amount of thirty-five thousand dollars ($35,000.) to the plaintiff HOAI under the terms of the oral loan agreement as set out above, namely, 12 per cent (12%) interest with no repayment of principle or interest during the first "start-up" year of the operation of the gas station by me, HOAI and a reasonable schedule for repayment thereafter.

76) This representation was in fact a deception and a fraud. The defendant VO never had any intention of lending

thirty-five thousand dollars ($35,000.) under the terms and conditions agreed upon, then or thereafter, and only made these representations and promises to induce me, the franchisee, to rely upon him, the defendant VO for the money in order that he, the defendant VO, might take the gas station business from me, the franchisee, by fraud and extortion which defendant VO then did do by a pattern of racketeering activity in concert with the other defendants which is set out more fully below.

77) Defendant VO never intended to produce any more of the thirty-five thousand dollar ($35,000.) line of credit than the seven thousand dollars ($7,000.) produced on that day and never did so, though he falsely represented subsequently that money that he took out of the cash

flow of the service station itself, once he had seized control of the books, and money he provided for other purposes, was money he was investing in the service station business and caused others of the defendants to do so as well, acting on his behalf as his agents, as set out more fully below.

78) I hereby assert on best information and belief that the defendant VO drew the aforesaid five thousand dollar ($5,000.) check and two thousand dollar ($2,000.) check on funds that he obtained through racketeering and/or criminal activity or, in the alternative, that he obtained the same from one of the other defendants, a co-conspirator, who obtained the funds through such activity.

(d) The Involvement of Defendants Minh